

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MICHAEL C. MAYO,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	Case No. <b>1:21-cv-04653</b>
LARRY GAVIN, KAREN JONES-HAYES,	)	
DAMITA DELITZ, BRENDON LOMBARDI,	)	Hon. Judge John J. Tharp, Jr.
DIRECTOR MILLER, OFFICER	)	
BUCHANAN, THOMAS DART, AND	)	
LIEUTENANT DOUGE,	)	
	)	
Defendants.	)	

**PARTIES CLAWBACK AGREEMENT PURSUANT TO FRE 26(b)(5)(B) &  
502(a) & (b)**

The Parties, by and through their respective counsels, Kirkland & Ellis & DeVore Radunsky LLC agree to the following Clawback Agreement below, related to any and all documents produced by any party in this case, and pursuant to Federal Rule of Civil Procedure Rules 26(b)(5)(B), and 501(a) and (b). The Clawback Agreement is incorporated into the Court's Protective Order (DKt #28).

**Clawback Agreement.** Pursuant to Rule 26(b)(5)(B), if information produced in discovery is subject to a claim of privilege or of protection as trial preparation material or attorney work-product, the party making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The producing party must preserve the information until the claim is resolved.

Signed: David Zott  
One of the Attorneys for the Plaintiff

Signed: Troy Radunsky  
One of the Attorneys for the Defendants